

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

ROBIN S KROLOFF
Claimant

APPEAL NO. 09A-EUCU-00522-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEMPRO SERVICES INC
Employer

**Original Claim: 11/15/09
Claimant: Respondent (1)**

Section 96.5-1-j – Seeking Re-assignment

STATEMENT OF THE CASE:

Tempo Services, Inc. filed a timely appeal from an unemployment insurance decision dated December 11, 2009, reference 01, that allowed benefits to Robin S. Kroloff. After due notice was issued, a telephone hearing was held January 27, 2010, with Ms. Kroloff participating. Workers' Compensation Administrator Chad Baker participated for the employer. Claimant Exhibits A through L were admitted into evidence.

ISSUE:

Did the claimant seek re-assignment on a timely basis?

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: Robin S. Kroloff was first hired by Tempo Services, Inc., a temporary employment service, on July 10, 2003. From November 4, 2005, through November 13, 2008, she worked on assignment through John Deere and Volt. Knowing that the assignment would come to an end after three years, Ms. Kroloff was in contact with Tempo Services well before the end of the assignment in the hopes of securing additional work through Tempo. Two days before the end of the assignment, she received an e-mail from Laurie Pauley of Tempo concerning an assignment at Trinity West. She was also in telephone contact with Ms. Pauley. As of the date of the hearing, there were no notations in company records of any specific conversations with Ms. Kroloff during the three working days following November 13, 2008.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the claimant sought reassignment on a timely basis. For the reasons that follow, the administrative law judge concludes that she did.

Iowa Code section 96.5-1-j provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department, but the individual shall not be disqualified if the department finds that:

j. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

The statute in question does not limit the contact between the temporary employee and the temporary employment service to three working days following the end of an assignment. Nothing in the law prohibits the contact from occurring prior to the end. The evidence in this record persuades the administrative law judge that Ms. Kroloff had been in contact with Tempro Services both before and after the end of her assignment. The administrative law judge concludes that the claimant's actions were sufficient to satisfy the requirements of Iowa Code section 96.5-1-j. No disqualification may be imposed.

DECISION:

The unemployment insurance decision dated December 11, 2009, reference 01, is affirmed. The claimant is entitled to receive unemployment insurance benefits, provided she is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

kjw/kjw